

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 16	
2. CONTRACT (Proc. Inst. Ident.) NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		3. EFFECTIVE DATE 1 August 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 100406770051			
5. ISSUED BY <div style="border: 1px solid black; height: 40px; width: 100%;"></div> Washington, DC 20505		CODE		6. ADMINISTERED BY (If other than Item 6) <div style="border: 1px solid black; height: 20px; width: 100%;"></div> For any questions, please call		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) SRI International 1771 Pine Hall Road State College, PA 16801				8. DELIVERY FOB Destination		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE				ITEM			
CODE		FACILITY CODE		ADDRESS SHOWN IN:			
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY			
				See contract clause G-3			
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	This contract may be executed in counterparts, each which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.						
15G. TOTAL AMOUNT OF CONTRACT							
16. TABLE OF CONTENTS							
(✓) SEC.	DESCRIPTION		PAGE(S)	(✓) SEC.	DESCRIPTION		PAGE(S)
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X B	SUPPLIES OR SERVICES AND PRICE/COST		2-10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X C	DESCRIPTION/SPECS./WORK STATEMENT		11	X J	LIST OF ATTACHMENTS		16
D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS			
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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X G	CONTRACT ADMINISTRATION DATA		13	M	EVALUATION FACTORS FOR AWARD		
X H	SPECIAL CONTRACT REQUIREMENTS		14				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
				<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
<div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Signature of person authorized to sign)				BY <div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Signature of Contracting Officer)			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. **Type of Contract and Consideration (CPFF-LOET) (NOV 2005)**

(a) This is a Cost-Plus-Fixed-Fee Level-of-Effort Term (CPFF-LOET) type contract, as identified under Federal Acquisition Regulation (FAR) 16.306, in the total estimated amounts set forth below

B-1

1. Base Period (Estimated): 1 AUG 2006 through 31 JUL 2007.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

2. Option Period 1 (Estimated): 1 AUG 2007 through 31 JUL 2008.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

3. Option Period 2 (Estimated): 1 AUG 2008 through 31 JUL 2009.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

4. Option Period 3 (Estimated): 1 AUG 2009 through 31 JUL 2010.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

5. Option Period 4 (Estimated): 1 AUG 2010 through 31 JUL 2011.

Total Estimated Cost	
Total Estimated Fixed Fee	
Total Estimated CPFF	
Total LOE (hours)	

(b) The Contractor shall expend its best effort towards accomplishing the Scope of Contract work outlined above. The level-of-effort required for total performance under this contract shall consist of a minimum of labor hours and/or a maximum of labor hours. For the purposes of this contract, one person-week shall consist of forty (40) direct, straight time hours expended by an individual assigned to and working under this contract.

(c) The estimated composition of the total labor-hours under this contract is as follows:

Labor Category	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the Contracting Officer approves the request, the accelerated performance shall be without increase in fee and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Fee for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum level-of-effort specified. In the event the minimum level-of-effort is not provided as specified, the fee shall be equitably adjusted downward in accordance with the following formula:

$$\text{Fee Reduction} = \frac{\text{Fee (in \$)} \times (\text{Target LOE} - \text{Expended LOE})}{\text{Target LOE.}}$$

"Fee Reduction" computed by the above formula is the dollar amount by which the fee specified in the contract will be reduced. "Fee" in the above formula means the fixed fee specified in the contract for CPFF type contracts. "LOE" in the above formula means "level of effort".

(i) In the event the Government desires an additional level-of-effort in excess of the maximum person-hours specified prior to contract completion, the parties may negotiate to make an equitable adjustment of the amount of Fee payable hereunder.

B.2 Option For Increased Quantity - Direct Hours (Cost Reimbursement) (NOV 2005)

(a) The parties recognize that the total amount of direct labor hours set forth in the "Type of Contract and Consideration" clause in Section B represent(s) the best estimate of the number of direct hours that will be required to accomplish this contract effort. As the work continues or evolves, the effort originally contemplated may enlarge or modify, necessitating additional hours in excess of the amount set forth in said clause. As long as the additional effort is deemed by the contracting officer to be within the scope of the contract, the total amount of direct hours may be increased in order that additional effort may be performed. Unless otherwise specified in the contract, any increase in total hours shall be at the hourly rate as set forth in paragraph (b) below.

(b) The Government may increase the number of direct hours by issuing an appropriately funded unilateral modification to this contract citing this clause as authority. Each unilateral modification issued pursuant to this provision shall increase the total estimated contract value set forth in the "Type of Contract and

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Consideration" clause in Section B, at the estimated fully loaded cost and fee amounts as shown in the following table, respectively for each direct hour added.

B-2

1. Option for Increased Quantity Within Base Period (1 AUG 2006 through 31 JUL 2007):

CPFF/LOET Work: Base Period			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

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2. Option for Increased Quantity Within Option Period 1 (1 AUG 2007 through 31 JUL 2008):

CPFF/LOET Work: Option 1 Period			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

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2. Option for Increased Quantity Within Option Period 2 (1 AUG 2008 through 31 JUL 2009):

CPFF/LOET Work: Option 1 Period			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

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2. Option for Increased Quantity Within Option Period 3 (1 AUG 2009 through 31 JUL 2010):

CPFF/LOET Work: Option 1 Period			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

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2. Option for Increased Quantity Within Option Period 4 (1 AUG 2010 through 31 JUL 2011):

CPFF/LOET Work: Option 1 Period			
Labor Category	Estimated Cost/Hr.	Fixed Fee/Hr.	Total CPFF/Hr.

B-3. Type of Contract and Consideration (Cost) (OCT 2003) – Other Direct Costs

This is a Cost contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and in the estimated cost as follows:

Period	Amount
Base	
Option #1	
Option #2	
Option #3	
Option #4	
TOTAL	

B-4. Scope of Contract (Cost-Reimbursement, Level-of-Effort Term) (OCT 2003)

The Contractor shall:

- (a) On a Level-of-Effort basis, perform assigned tasks, in accordance with **Attachment 1, Statement of Work (SOW), entitled RAILHEAD SCD Statement of Work for Task Order 2**, dated **23 June 2006**, and all applicable Specifications, Application Standards and/or Requirements documents.
- (b) In accordance with the terms and conditions set forth hereafter, furnish the necessary qualified and properly cleared personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) to enable accomplishment of the task(s) assigned under this contract.
- (c) Conduct and/or participate in a Progress Review Meeting, as required by the COTR, in order to review task performance and completion.
- (d) Prepare and submit monthly **[three (3)]** copies of the following documentation:

- (1) contract status report;

B-5. Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted:
Period: **31 July 2007**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Sponsor's Statement Of Work, entitled "**RAILHEAD SCD Statement of Work for Task Order 2**", dated **23 June 2006**, which is incorporated by reference in **Section J** as **ATTACHMENT 1**, is made a part of this contract.

SECTION F - DELIVERIES OR PERFORMANCE

F-2. 52.211-8 Time Of Delivery (JUN 1997) (Modified) (Applicable to all Completion-type tasks)

(a) The Government requires delivery to be made according to the following schedule:

Deliverable	Title	Reference	Draft Due Date	Final Due Date
001			15 th of every month	
010			90 Days ARO	30 Days AGC

Notes:

1. All products will be delivered in Contractor Format in softcopy (CD-ROM ISO 9660 format) and 3 hardcopies (CO, COTR, PM).
2. ARO = After Receipt of Task Order
3. AGC = After Receipt of Government Comments
4. All days are calendar days

F-4. Period of Performance (AUG 1996)

The period of performance of this contract shall be from **1 August 2006 to 31 July 2007.**

The period of performance for Option Period 1 of this contract shall be from **1 August 2007 to 31 July 2008.**

The period of performance for Option Period 2 of this contract shall be from **1 August 2008 to 31 July 2009.**

The period of performance for Option Period 3 of this contract shall be from **1 August 2009 to 31 July 2010.**

The period of performance for Option Period 4 of this contract shall be from **1 August 2010 to 31 July 2011.**

F-5. Place of Performance (AUG 1996)

The principal places of performance under this contract shall be the Contractor's facility located at **1771 Pine Hall Road, State College, PA 16801 and 1100 Wilson Blvd., Arlington, Virginia 22209.**

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SECTION G - CONTRACT ADMINISTRATION DATA

**G-5. Authority and Designation of a Contracting Officer's
Technical Representative (COTR) (MAR 2004)**

Name Telephone No.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H-15. Incorporation of Section K Representations,
Certifications, and Other Statements of Offerors or Respondents
(OCT 2003)**

SECTION K which has been completed and submitted with Contractor's proposal dated **4/27/2006** is incorporated herein by reference and made a part of this contract.

H-17. Key Personnel (AUG 1996)

Name	Title
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SECTION I - CONTRACT CLAUSES

I-5. 52.217-9 Option to Extend the Term of the Contract. (MAR 200)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **[five (5) years]**.

SECTION J - LIST OF ATTACHMENTS

Attachment 1: Statement of Work entitled, “**RAILHEAD SCD Statement of Work for Task Order 2**”, dated “**TBD**”.

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Attachment 25 to SCD RFP

Attachment No. 01 to Task Order 2

[This will be replaced SCD Task Order 2 Statement of Work at Contract Award]

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**(U) Statement of Objectives (SOO) for
the RAILHEAD
System Concept Definition (SCD)
Contract
TASK ORDER 2**

27 March 2006



National Counterterrorism Center
Office of the Chief Information Officer

☐ **1 (U) Introduction**

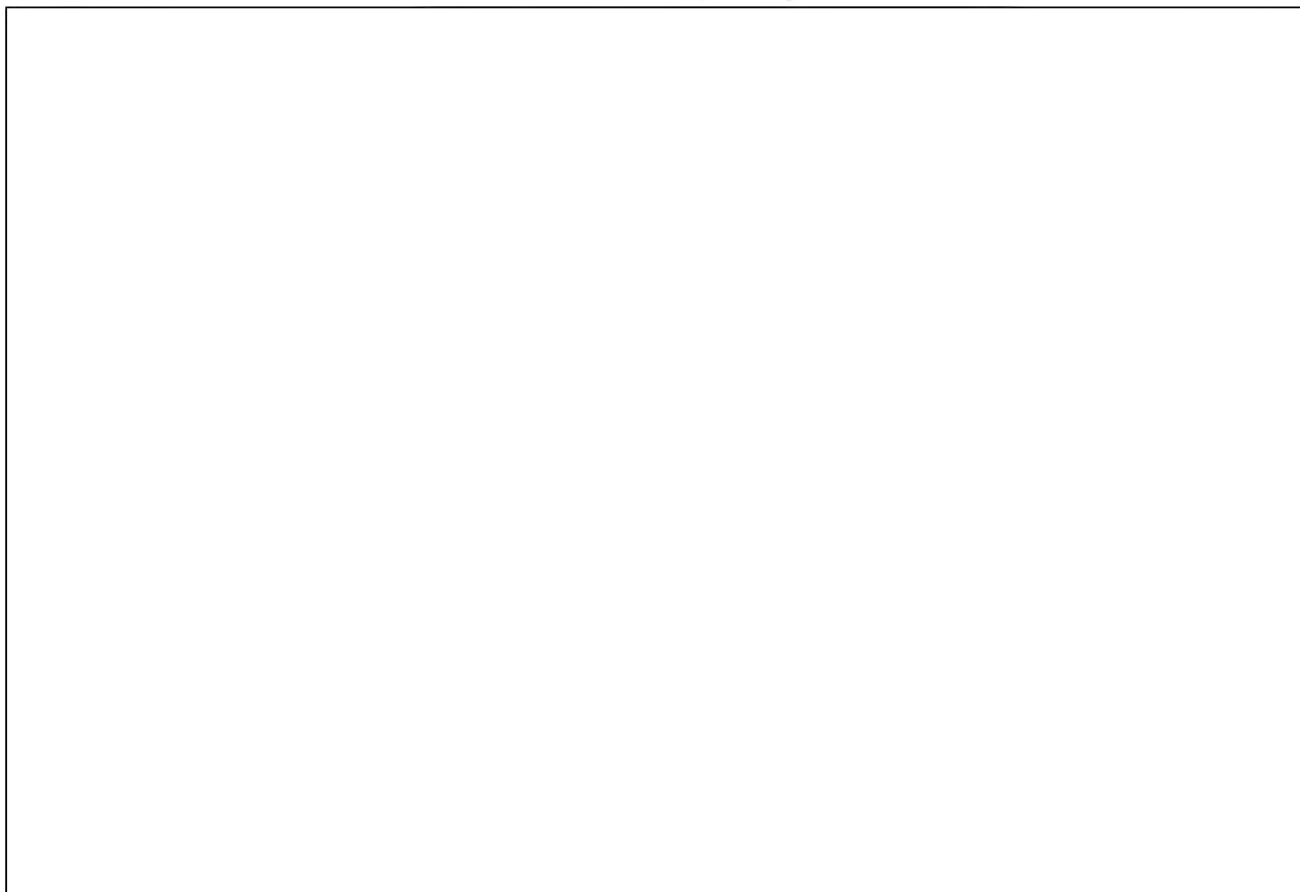
☐ **2 (U) SCD Task 2 Contract Objectives**

☐ **2.1 (U) Program Management**

☐ **2.2 (U) Validation Support**

☐ **3 (U) Facilities, Communications, Security, and Travel**

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